



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Professional Services Contract for Trunk Sewer Corrosion Evaluation (\$15,000)

MEETING DATE: February 4, 1998

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council authorize the City Manager to execute a professional services contract with Camp Dresser & McKee, Inc. to evaluate the corrosion of domestic trunk sewer outfall.

BACKGROUND INFORMATION: The City of Lodi has approximately 14 miles (73,200 feet) of trunk sanitary sewers ranging from 18 inches to 48 inches in size. Most of these sewers are concrete pipe. Many of these sewers have a minimum slope which does not allow for self scouring (which moves debris) and permits organic matter to settle out and start decomposing. This causes the development of hydrogen sulfide gas that attacks the concrete in the crown of the trunk sewers. Our main concern centers around the 6 1/2 miles of 42" and 48" concrete main trunk sewer line installed in 1967 which carries domestic, commercial and some industrial waste to our White Slough Water Pollution Control Facility.

Mr. Ed Fernbach, formerly with Black & Veatch and now with Camp Dresser & McKee, Inc., conducted two earlier proactive investigations (1979 and 1988) of the concrete trunk sewers. The purpose then, as now, is to evaluate ongoing deterioration of these pipes. The major tasks to be performed are listed below. A copy of the full proposal is attached.

- Review and evaluate the past and all new sampling data developed by City staff.
- Assist in identifying locations for actual core sampling for testing and accurate measurements and comparison to 1988 samples (to determine actual trunk line deterioration and help establish estimate of remaining life).
- Produce a report that will address the following items:
 1. A summary of field investigations and an update on condition of the trunk sewer.
 2. Recommendations for any immediate and/or future capital improvements found necessary with an action plan schedule.
 3. A cost estimate for any recommended capital improvements.

FUNDING: Wastewater Fund, current Operating Budget

Funding Available:


Finance Director


Jack L. Ronsko
Public Works Director

Prepared by Fran E. Forkas, Water/Wastewater Superintendent

JLR/FEF/dsg

Attachment

cc: City Engineer
Water/Wastewater Superintendent
Ed Fernbach, P.E., Camp Dresser and McKee, Inc.

APPROVED: 

H. Dixon Flynn -- City Manager

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
STUDY AND REPORT
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____ 19 98,
between _____ City of Lodi, _____ ("OWNER") and Camp Dresser & McKee
Inc. _____ ("ENGINEER").

OWNER intends to

Have ENGINEER provide a study of the extent and mitigation of the Trunk Sewer Corrosion

_____(the "Project").

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Basic Services described in Section 2 below and as further set forth in Exhibit A, "Further Description of Engineering Services and Related Matters" ("Exhibit A"). This Agreement will become effective on the date first above written.

SECTION 1—GENERAL

1.1. Standard of Care.

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. ENGINEER shall serve as OWNER's professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any OWNER's Subcontractors unacceptable to ENGINEER.

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

1.2. Definitions

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.2.1. *Additional Services.*

Additional Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 3 of this Agreement.

1.2.2. *Agreement.*

Agreement means this Standard Form of

Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Section 9 of this Agreement.

1.2.3. *Basic Services.*

Basic Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 2 of this Agreement.

1.2.4. *Construction Cost.*

Construction Cost means the total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 4 of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

1.2.5. *Engineer's Subcontractor.*

ENGINEER's Subcontractor means a person or entity having a contract with ENGINEER to perform or furnish Basic or Additional Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

1.2.6. *Reimbursable Expenses.*

Reimbursable Expenses means the expenses incurred directly in connection with the performance or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.

1.2.7. *Total Project Costs.*

Total Project Costs means the sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by

ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Section 4.

SECTION 2—BASIC SERVICES OF ENGINEER

2.1. Study and Report Phase.

Upon this Agreement becoming effective, ENGINEER shall:

2.1.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

2.1.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.

2.1.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project specified by ENGINEER with whom consultation is to be undertaken in connection with the Project.

2.1.4. Evaluate various alternate solutions available to OWNER as described in Exhibit A, and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment best meet OWNER's requirements for the Project.

2.1.5. Prepare a report (the "Report") which will contain the statement of OWNER's requirements for the Project and, as appropriate, will contain schematic layouts, sketches and conceptual

design criteria with appropriate exhibits to indicate the considerations involved and those alternate solutions available to OWNER which ENGINEER recommends. This report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project, including the following:

opinion of probable Construction Cost, allowances for contingencies including costs of design professional and related services based on information furnished by OWNER for allowances and other items and services included within the definition of Total Project Costs.

2.1.6. Furnish the Report to and review it with OWNER.

2.1.7. Revise the Report in response to OWNER's comments, as appropriate, and furnish final copies of the Report in the number set forth in Exhibit A.

2.1.8. Submit the Report within the stipulated period indicated in Exhibit A.

2.1.9. ENGINEER's services under the Study and Report Phase will be considered complete at the earlier of (1) the date when the Report has been accepted by OWNER or (2) thirty days after the date when such Report is delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to review the portions of the Project specified by ENGINEER, if such approval is to be obtained during the Study and Report Phase.

The duties and responsibilities of ENGINEER during the Study and Report Phase as set forth in this paragraph 2.1 are amended and supplemented as indicated in Exhibit A.

SECTION 3—ADDITIONAL SERVICES OF ENGINEER

3.1. Additional Services Requiring Authorization in Advance

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 3.1.1 through 3.1.9, inclusive, as amended and supplemented as indicated in Exhibit A. These services are not included as part of Basic Services except to the extent otherwise provided in Exhibit A. These services will be paid for by OWNER as indicated in Section 6.

3.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

3.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

3.1.3. Services resulting from significant changes in the scope, extent or character of the portions of the Project specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies or reports, or when such revisions are required by changes in laws, rules, regulations, ordinances, codes or

orders enacted subsequent to the effective date of this Agreement, or are due to any other causes beyond ENGINEER's control.

3.1.4. Services resulting from facts revealed about conditions:

3.1.4.1. which are different from information about such conditions that OWNER previously provided to ENGINEER and upon which ENGINEER was entitled to rely; or

3.1.4.2. as to which OWNER had responsibility to provide if such information was not previously provided.

3.1.5. Providing renderings or models for OWNER's use.

3.1.6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance and overhead expenses; the preparation of cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing.

3.1.7. Furnishing services of ENGINEER's Subconsultants for other than Basic Services.

3.1.8. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 2.

3.1.9. Other additional services performed or furnished by ENGINEER in connection with the Project.

SECTION 4—OWNER'S RESPONSIBILITIES

Except as otherwise provided in Exhibit

A, OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

4.1. Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

4.2. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4.3. Furnish to ENGINEER as requested by ENGINEER for performance of Basic Services or as required by the Contract Documents, the following:

4.3.1. data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;

4.3.2. appropriate professional interpretations of all of the foregoing;

4.3.3. environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas.

OWNER shall be responsible for, and

ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

4.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

4.5. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

4.6. Provide, as may be required for the Project:

4.6.1. accounting, bond and financial advisory, independent cost estimating and insurance counseling services;

4.6.2. such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.

4.7. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services.

4.8. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 3.1 of this Agreement or other services as required.

SECTION 5—TIMES FOR RENDERING SERVICES

5.1. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

SECTION 6—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

6.1. Methods of Payment for Services and Expenses of Engineer

6.1.1. *For Basic Services.*

OWNER shall pay ENGINEER for Basic Services performed or furnished under Section 2 on the basis set forth in Exhibit A.

6.1.2. *For Additional Services.*

OWNER shall pay ENGINEER for Additional Services performed or furnished under Section 3 on the basis set forth in Exhibit A.

6.1.3. *For Reimbursable Expenses.*

In addition to payments provided for in paragraphs 6.1.1 and 6.1.2, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Subcontractors as set forth in Exhibit A. The amount payable for Reimbursable Expenses will include a factor to the extent so indicated in Exhibit A.

6.1.4. *Tax on Services*

The amount of any excise, VAT or gross receipts tax that may be imposed shall be added to the compensation as determined above.

6.2. Other Provisions Concerning Payments

6.2.1. *Preparation of Invoices*

Invoices for Basic and Special Services and Reimbursable Expenses will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. The amount billed for Basic Services and Special Services in each invoice will be calculated on the basis set forth in Exhibit A. Invoices are due and payable on receipt.

6.2.2. *Unpaid Invoices.*

If OWNER fails to make payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

SECTION 7—OPINIONS OF COST

7.1. Opinions of Probable Construction Cost.

ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in paragraph 4.6.1.

SECTION 8—GENERAL CONSIDERATIONS

8.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

8.2. Reuse of Documents.

All documents provided or furnished by ENGINEER (or ENGINEER's Subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Subcontractors, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Subcontractors, as appropriate) whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by ENGINEER and ENGINEER's Subconsultants, as appropriate, for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Subcontractors, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

8.3. Controlling Law.

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

8.4. Successors and Assigns.

8.4.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal

representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 8.4.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.4.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.4.3. Unless expressly provided otherwise in this Agreement:

8.4.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

8.4.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

8.5. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

8.6 Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.7. Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

8.8. Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for

discoveries relating to this Project and to the extent that ENGINEER is not a party to the lawsuit.

8.9 Unforeseen Conditions

At any time during the life of this Agreement should any substance be uncovered or encountered at the site that would void or otherwise adversely impact the ENGINEER's professional liability insurance, the ENGINEER reserves the right to renegotiate the terms and conditions of this Agreement, the fees for the ENGINEER's services, and the ENGINEER's continued involvement in the Project.

SECTION 9--EXHIBITS AND SPECIAL PROVISIONS

9.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

9.1.1 Exhibit A, "Further Description of Engineering Services and Related Matters," consisting of 2 pages.

9.1.2

This Agreement (consisting of Pages 1 to 9 inclusive, and the exhibits identified above) constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

City of Lodi

By: H. Dixon Flynn

Title: City Manager

ATTEST:

Address for giving notices: Alice M. Reimche
City Clerk

ENGINEER:

Camp Dresser & McKee Inc.

By: Paul Meyerhofer

Title: President

Address for giving notices:

Camp Dresser & McKee Inc.

100 Pringle Avenue, Suite 300

Walnut Creek, CA 94596

Approved as to form

9/92

Paul A. Hays
City Attorney

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EXHIBIT A TO AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
STUDY AND REPORT
PROFESSIONAL SERVICES

FURTHER DESCRIPTION OF ENGINEERING SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the Agreement dated _____ 1998, between The City of Lodi (OWNER) and Camp Dresser & McKee Inc. (ENGINEER) for study and report professional services.

1. The Basic Services of ENGINEER as described in Section 2 of said Agreement are amended and supplemented by the following scope.

The scope of services for the **Trunk Sewer Corrosion Investigation** shall be:

- 1a. Review the data developed by the City staff on sulfide levels in the trunk system.
- 1b. Assist the City in establishing up to two locations to remove a pipe sample and provide details on how to close the sampling location (set a manhole or repair the pipe).
- 1c. Be present when the pipe samples are taken.
- 1d. Compare these samples with the deterioration in samples taken in 1988.
- 1e. Produce a technical memorandum with an opinion on the rate at which pipeline deterioration is occurring and provide suggestions on measures that can be taken to slow or prevent trunk line corrosion.
- 1f. Consider odor mitigation at the White Slough WPCF when making recommendations for the trunk sewer. Provide cost estimates for sliplining, rehabilitation and chemical control. Chemical control is very site selective and may need to be pilot tested which is not included in this agreement.
- 1g. Discuss these results with the City staff
- 1h. Finalize these results and recommendations in a letter report to the Water/Wastewater Superintendent.

Ed Fernbach will represent the ENGINEER for these services and will function as the primary contact for the OWNER

2. The responsibilities of OWNER as described in Section 4 of said Agreement are amended and supplemented as follows:
 - 2a. Provide data taken at 15 locations on the Trunk Sewer system.
 - 2b. Provide labor and materials to cut and remove pipe samples.
 - 2c. Provide labor and materials to patch the sample locations.
3. The time periods for the performance of ENGINEER's services as set forth in Section 5

of said Agreement are amended and supplemented as follows:

- 3a. Draft memorandum with findings and recommendations: 60 days from notice to proceed.
 - 3b. Final letter report: 14 days from receipt of OWNERS comments and meeting to discuss draft findings.
4. The method of payment for services rendered by ENGINEER shall be as set forth below:

BASIC SERVICES

For the Basic Services performed under Section 1, the OWNER agrees to pay the ENGINEER the lump sum fee of \$15,000, partial payments to be made on a monthly basis in proportion to the percentage of work completed and the balance of payment made when the Study and Report are completed.

ADDITIONAL SERVICES

Payment terms for Additional Services shall be designated at the time the OWNER authorizes such work.

5. OWNER has established the following special provisions and/or other considerations or requirements in respect of the Assignment:

No special provisions.

Approved as to form *Laurel A. Hays*
City Attorney